

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

**TRAVELERS CASUALTY AND)
SURETY COMPANY OF AMERICA)
)
)
Plaintiff,)
)
vs.)
)
BIG CREEK LANDSCAPING, LLC,)
WILLIAM J. BRYMER, AND)
RACHAEL A. BRYMER)
)
Defendants.)**

1:08-cv-00071
Judge Aleta Arthur Trauger
Magistrate Joe Brown

AGREED JUDGMENT

As evidenced by the signatures below, Plaintiff Travelers Casualty and Surety Company of America (“Travelers”) and Defendants William J. Brymer and Rachael A. Brymer (Mr. Brymer and Mrs. Brymer collectively, the “Defendants”) hereby stipulate that (1) Judgment should be entered in Travelers’ favor, and against the Defendants, as to Travelers’ affirmative claims against the Defendants.

To that end, Travelers and the Defendants further stipulate that:

1. On or about April 2, 2003, and in consideration of Travelers furnishing, procuring, and/or continuing surety bonds on the behalf of the Defendant Big Creek Landscaping, LLC (“Big Creek”), not a party to this Agreed Order, the Defendants executed a General Indemnity Agreement (the “Indemnity Agreement”) on behalf of Travelers;

2. Under the Indemnity Agreement, the Defendants jointly and severally agreed to indemnify and hold Travelers harmless from all loss, liability, damages and expenses including, but not limited to, court costs, interest and attorneys’ fees, which Travelers incurs or sustains (1) because of having furnished any surety bonds on behalf of Big Creek, or (2) because of the

failure of the Defendants to discharge any obligations under the Indemnity Agreement, or (3) in enforcing any of the provisions of the Indemnity Agreement;

3. The Defendants have breached the Indemnity Agreement by failing to indemnify and hold Travelers harmless from all loss, liability, damages, and expenses it has incurred or sustained, and continues to incur and sustain;

4. Accordingly, Travelers is entitled to judgment in its favor, and against the Defendants, both jointly and severally, as to Travelers' claim for breach of the Indemnity Agreement in the amount of \$139,025.33, which amount includes court costs and attorneys' fees incurred as a result of the Defendants' breach of the Indemnity Agreement;

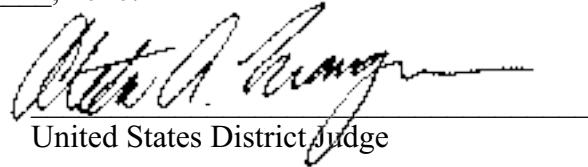
5. The Defendants consent to Judgment being entered in Travelers' favor in the amount of \$139,025.33, for which the Defendants are liable both jointly and severally, along with Big Creek.

Based upon the foregoing stipulations, it is hereby **ORDERED, ADJUDGED, AND DECREED** that:

1. Judgment is entered in Travelers' favor, and against the Defendants as to Travelers' claim for breach of the Indemnity Agreement in the amount of \$139,025.33, for which the Defendants are liable both jointly and severally.

2. Costs are taxed against the Defendants for which execution may be issued if necessary.

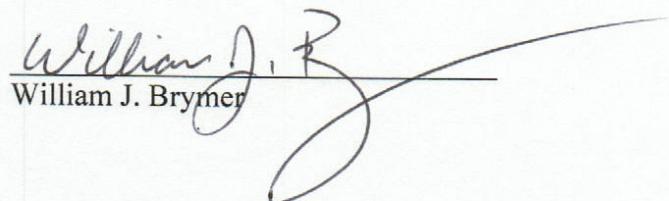
Enter this 7th day of December, 2010.

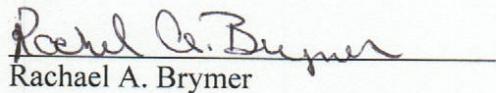


United States District Judge

APPROVED FOR ENTRY:

/s/ Jarrod W. Stone
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Jarrod W. Stone (BPR No. 023915)
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William J. Brymer


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